

NOVEMBER 1, 2005

CHILDREN'S ADMINISTRATION
Technical Changes
(Additional and Revised Contract Clauses)
Fiscal Year 06

Additional or Revised Clause (Heading/Title)	Additional or Revised Language	Reason for Additional or Revised Language
Previous Contract Superseded	In the event any previous contract between the Contractor and Children's Administration for these services should be in effect upon execution of this Contract, this Contract shall terminate and supersede that previous contract.	Eliminates duplicative phrases.
Billing and Payment	three clauses changed: Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered. DSHS may stop payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 days of the due date, or incomplete. DSHS may, at its sole discretion, withhold or deny payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.	Clarifies 60 day expectation of claims. Previous wording of "...DSHS may withhold..." is changed to "...may stop..." Adds phrase "or deny".
Business Financial Assessment/ Report	The Contractor authorizes DSHS to obtain a financial assessment and/or credit report of the Contractor's corporation and/or business, and of the principal owner(s) of the corporation and/or business, at any time prior to or during the term of this Contract. A "principal owner" includes person(s) or organization(s) with a 25% or more ownership interest in the business. DSHS may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DSHS, the Contractor, or any partner or managerial	This revised version removes the terms "officer" and "director" due to complaints by some larger providers with boards of directors, that they could not agree to DSHS obtaining a financial report on a director (or an officer individually). While this was not

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	<p>employee of the Contractor, or an owner of 50% or more of the Contractor entity, or a principal owner who exercises control over the Contractor's daily operations:</p> <ul style="list-style-type: none"> (1) Has a credit history which could adversely affect the Contractor's ability to perform the contract (2) Has failed to meet a financial obligation as the obligation fell due in the normal course of business; or (3) Has filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract. 	<p>the intent of the provision, it could be interpreted in such a way. It also defines "principal owner" to have 25% or more interest in the business.</p>
Contract Suspension	<p>DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or any staff or employee of the Contractor, is investigated by a local, county, state or federal agency regarding any matter that, if ultimately established, could either:</p> <ul style="list-style-type: none"> (a) Result in a conviction for violating a local, state or federal law, or (b) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS clients. <p>DSHS may also take other lesser action, including, but not limited to, disallowing a staff member, employee, or other person associated with the Contractor from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.</p>	<p>Rephrased and formatted for clarity.</p>
Resolution of Differences	<p>In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.</p> <p>If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the section, "Disputes."</p>	<p>This language is to require contractor to resolve differences at local level <u>before</u> resorting to submitting a formal dispute under current "Disputes" provision in contracts.</p>

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	<p>A copy of the regional conflict resolution process is available from the DSHS contact person listed on page 1 of this contract.</p>	
Disputes	<p>a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:</p> <p>(1) A statement identifying the issue(s) in dispute; and</p> <p>(2) Contractor's name, address and contract number.</p> <p>b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.</p> <p>c. A copy of the current Children's Administration's dispute resolution process is available at any time by written request.</p> <p>d. Requests for dispute resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:</p> <p style="text-align: center;">DSHS/Children's Administration Attention Contracts Management Unit P.O. Box 45710 Olympia, WA 98504-5710</p> <p>This dispute resolution process is the sole administrative remedy available under this Contract</p>	<p>Alters the order of presentation for the information and provides for a copy of CA's process upon written request.</p>
Addressing Diversity	<p>In providing services to DSHS clients under this Contract, the Contractor shall adhere to the principles of the Children's Administration Diversity Charter, which principles include but are not limited to the following:</p> <ul style="list-style-type: none"> • Non-discrimination; 	<p>This is intended to meet the requirement of KCF2 Action Step 38.1.4(b) that "<u>in collaboration with service providers</u>, revise contracts to include contract service provider('s)</p>

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	<ul style="list-style-type: none"> • Exceptional customer service; • Diversified, individualized, responsive and inclusive services; • Services that meet the cultural and ethnic needs of clients; • Equal opportunity for the workforce. <p>To ensure compliance with the above requirement, the Contractor shall be familiar with the CA Diversity Charter, which can be accessed at http://www1.dshs.wa.gov/pdf/publications/22-1108.pdf</p>	<p>adherence to" the CA Diversity Charter.</p> <p>With very minor changes ("CA" instead of "we") this language is taken directly from the proposed web page for the Diversity Charter, titled "Diversity – Our Strength for Today and Tomorrow."</p> <p>It does not state the entire charter, but rather references the website & requires contractor to adhere to charter as stated on the website.</p>
Notifications	<p>The Contractor shall notify the assigned CA social worker as described below when the following situations occur. Verbal notification and/or written notification sent by fax or e-mail shall be made within the time lines stated.</p> <p>a. Immediate notification to CA. Immediate notification to CA requires the Contractor to:</p> <ol style="list-style-type: none"> (1) Speak with, or leave a voice mail for, the child's assigned social worker or their immediate supervisor; AND (2) Provide written documentation of concerns to the child's assigned CA social worker within 24 hours from the telephone contact via fax or e-mail. <p>b. Immediate notification is required in the following situations:</p> <ol style="list-style-type: none"> (1) <u>Safety Concerns</u>. The Contractor must provide immediate notification to CA when they become aware of: <ol style="list-style-type: none"> (a) An allegation of child abuse or neglect; 	<p>Revision alters the presentation so that required notifications are grouped by like time frames and examples provided. Intent is to make this section easier to understand; content is not altered.</p>

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	<p>(b) A parent/child relapses with drugs/alcohol; (c) A safety plan that is not followed by the signed agreed parties; (d) A new safety concern surfaces that is not addressed in the safety plan; and/or (e) Any safety concerns related to a missed visit.</p> <p>(2) <u>Unusual Incidents.</u> The Contractor must provide immediate notification to CA when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.</p> <p>Examples of unusual incidents include, but are not limited to:</p> <p>(a) Physical self-abuse or abuse of others; (b) Sexual assaults or sexual behaviors that are age inappropriate; (c) Severe behavioral incident(s) unlike the child's ordinary behavior; (d) Running away; (e) Any incident that necessitates medical attention or hospitalization; (f) An unexpected adverse reaction to medication, food, etc.; (g) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.</p> <p>c. Notification within 24 hours is required in the following situations:</p> <p>(1) <u>Missed Appointment.</u> The Contractor shall notify the child's assigned CA social worker in writing by fax or email <u>within 24 hours</u> if a client misses a scheduled visit or requests to reschedule visits.</p> <p>(2) <u>Change of Address.</u> The Contractor shall notify the child's assigned CA social worker in writing by fax or email within 24 hours when the Contractor learns a parent has a change of address.</p>	
Required License in Good Standing	If the Contractor or any of the Contractor's staff are required to be licensed to provide any of the services under this Contract, the required license must be	This language is intended to address situations similar to the precipitating

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	<p>in good standing at all times during the term of the Contract.</p> <p>In the event that a required license is suspended, or if any limitations or restrictions are placed on the license, the Contractor shall notify the DSHS contact person listed on page 1 of this contract.</p>	<p>incident for this provision:</p> <p>Where a therapist's license was "restricted" to require that he only serve clients 18 and older, while an investigation was being conducted into allegations that the therapist sexually assaulted a minor child client.</p>
Background Checks	<p>This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this contract. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.</p> <p>The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06 has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.</p>	<p>Rewritten to reference correct RCW and WACs.</p>

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Health and Safety of DCFS Client Children	<p>If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the DCFS referral, the Contractor shall immediately report this information to the referring DCFS social worker and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the DCFS social worker and to CPS Intake.</p>	<p>Current language states contractor shall report information, if appropriate to CPS intake – and follow with written notice to CPS, <u>if so notified</u>.</p> <p>Revised language removes underlined phrase. Only first paragraph of clause is altered.</p>
Smoking Prohibited in Presence of Client Children and Foster Youth.	<p>Smoking in the presence of client children is prohibited including, but not limited to, the following circumstances:</p> <ul style="list-style-type: none"> a. When transporting client children under age 18 and foster youth 18 to 21 years of age; b. When there is direct contact with client children under age 18 and foster youth 18 to 21 years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted. 	<p>First sentence reworded to read “...including, but not limited to,…”</p>

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Interpretation and Translation	a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents. b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter. c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate. d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.	Phrase "In accordance with DSHS policy" is removed.
Confidentiality – Consent by Minor	This Contract imposes the following additional requirement to the section titled <i>Confidentiality</i> , set forth above as one of the General Terms and Conditions: The Contractor shall not disclose, transfer, or sell the Personal Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.	Rewritten to remove duplicative phrases.
Client Records	Lead in sentence changed to read: "The Contractor shall maintain individual client records and shall promptly submit to DSHS a copy of such records upon request. At a minimum, individual client records must include: ..." ADD requirement for: Clinical consultation log	Sentence provides more clarity regarding client records. This requirement is moved from Personnel and Subcontractor Records to the more appropriate location of Client Records
Personnel and Subcontractor Records	ADD requirement for: Signed statements acknowledging duty to report child maltreatment	To increase consistency between mandated reporter requirements and required statements of duty.

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Transportation of Children.	<p>The Contractor shall only provide transportation that is safe, reliable, and in conformance with state and federal safety laws. Specifically, that:</p> <ul style="list-style-type: none"> a. Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have no history of DWI violations, and have proof of liability insurance. b. Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at http://www.800buckleup.org/. c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training. d. Motor vehicle is maintained in safe operating condition. e. Number of passengers does not exceed the seating capacity of the motor vehicle. f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion. g. The Contractor shall not transport DSHS clients under this contract unless the Contractor has Business Auto Policy insurance coverage. 	<p>Previous language "Contractor shall use due diligence to ensure..." has been reworded to "Contractor shall only..."</p> <p>History of no "moving violations" has been removed from requirements.</p> <p>Incorporates child restraint requirements within this clause.</p> <p>Specifies need for BAP insurance.</p> <p>Clause will be customized for some contracts.</p>